

7-25-03

07-30-2003



102511705

To the Honorable Commissioner of P

ached original documents or copy thereof.

1. Name of conveying party(ies):

Stagnito Communications Incorporated

- ☐ Individual ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State - Delaware
☐ Other _____

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

2. Name and address of receiving party(ies):

General Electric Capital Corporation

Address: 2425 Lakeview Parkway, Suite 700
Alpharetta, Georgia 30004

- ☐ Individual(s) citizenship _____
☐ Association _____
☐ General Partnership _____
☐ Limited Partnership _____
☒ Corporation-State Delaware
☐ Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached ☐ Yes ☒ No

(Designation must be a separate document from Assignment)

Additional name(s) & address(es) attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other _____

Execution Date: July 10, 2003

4(a). Trademark Application No.(s):

See Attached Schedule

4(b). Trademark Registration No.(s): See Attached Schedule

Additional numbers attached? ☒ Yes ☐ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name Robert H. G. Lockwood

Address: SMITH, GAMBRELL & RUSSELL, LLP
Suite 3100, Promenade II
1230 Peachtree Rd.
Atlanta, Georgia 30309

6. Total number of applications and registrations involved: 17

7. Total fee (37 CFR 3.41) enclosed: **\$440.00**

07/29/2003 DBYRNE 00000128 1750144

DO NOT USE THIS SPACE

01 FC:0521 40.00 DP
02 FC:0521 400.00 DP

8. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document

I certify that this correspondence is being deposited with the United States Postal Service in an envelope addressed to: Mail Stop: ASSIGNMENT RECORDATION SERVICES, Director of Patents and Trademarks, P.O. Box 1450, Alexandria, VA 22313-1450 on July 25, 2002.

Robert H. G. Lockwood
Name of Person Signing

Signature

July 25, 2003
Date

Attorney Docket No: 044249.001

Total number of pages including cover sheet: 6

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**

TRADEMARK APPLICATIONS AND REGISTRATIONS

Mark	U.S. Trademark Registration No.	U.S. Registration Date	U.S. Serial No.	U.S. Filing Date
Beverage Industry	1,750,144	2/2/93	74-283,406	6/10/92
Brand Packaging	2,296,366	11/30/99	75/190,762	10/31/96
Candy Industry	1,871,304	1/3/95	74-476,265	1/4/94
Confectioner	2,456,873	6/5/01	75,838,498	11/2/99
Dairy Field	1,177,168	11/10/81	73-242,960	12/14/79
FDP Online	2,153,387	4/28/98	75/158,858	8/30/96
Flexible Packaging	2,411,494	12/5/00	75/584,290	11/6/98
Food & Drug Packaging	2,241,473	4/27/99	75/273,374	4/11/97
Industria Alimenticia	2,379,015	8/22/00	75-677,559	4/8/99
The National Provisioner	139,981	3/1/21	71-135,809	8/5/20
Packaging that Sells	2,352,458	5/23/00	75/427,018	2/2/98
Packaging that Sells	2,415,479	12/26/00	75/786,059	8/26/99
PackagingInfo	2,424,222	1/23/01	75/775,691	8/13/99
Private Label Buyer			76/489,283	2/11/03
PLBUYER			76-472,990	12/9/02
Refrigerated & Frozen Foods	2,432,816	3/6/01	75-677,558	4/8/99
Stagnito's New Products Magazine			76/472,991	12/9/02

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of July 10, 2003, by STAGNITO COMMUNICATIONS INCORPORATED, a Delaware corporation ("Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, in its capacity as Agent for Lenders.

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement, dated as of the date hereof, by and among Grantor, the Persons named therein as Credit Parties, Agent, Documentation Agent and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make the Loans and to incur Letter of Credit Obligations for the benefit of Grantor and the other Borrowers party thereto;

WHEREAS, Agent and Lenders are willing to make the Loans and to incur Letter of Credit Obligations as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Security Agreement dated as of the date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in Annex A thereto to the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

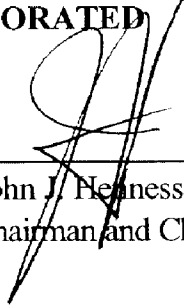
(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**STAGNITO COMMUNICATIONS
INCORPORATED**

By: 
Name: John J. Hennessy, II
Title: Chairman and Chief Executive Officer

ACCEPTED AND ACKNOWLEDGED BY:

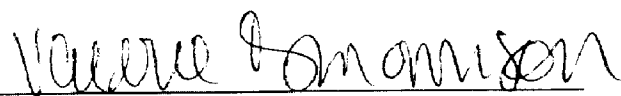
GENERAL ELECTRIC CAPITAL
CORPORATION, as Agent

By: _____
Name: Raymond Shu
Title: Duly Authorized Signatory

ACKNOWLEDGMENT OF GRANTOR

STATE OF NEW JERSEY)
) ss.
COUNTY OF MIDDLESEX)

On this 7th day of July, 2003 before me personally appeared John J. Hennessy, II, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Stagnito Communications Incorporated, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.



Notary Public

VALERIE MORRISON
NOTARY PUBLIC OF NEW JERSEY
Commission Expires Nov. 10, 2004

{seal}

Stagnito Trademark Security Agreement

TRADEMARK
REEL: 002789 FRAME: 0102

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